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GENERAL HEADINGS.

Current Topics.

The Doyen of English Jurists.

THE SOLICITORS' JOURNAL does not usually take notice of Golden Weddings, but no apology is needed for making an exception in the case of our veteran jurist, Sir FREDERICK POLLOCK, who after recovering from his recent street accident, has just celebrated, in his seventy-ninth year, the fiftieth anniversary of his wedding. Sir FREDERICK it was who, half-a-century ago, wrote the first *modern* text-book on English Law, *i.e.*, the first text-book which, instead of a mere dry synthesis of case-law and statutory law, reconstructed a great branch of law in the light of first principles. His "Torts," and his "Contracts" were long the only examples of this kind of legal literature, but now his imitators are legion. In addition to writing law books, Sir FREDERICK has edited the *Law Reports* and the *Law Quarterly Review*, has practised and taught law, and has been a master in the art of fencing—so long and happily associated with the Inns of Court. As a Bencher of Lincoln's Inn, he is still a familiar figure in the neighbourhood of the Law Courts and of Bell Yard.

The German-American Treaty of Berlin.

IN THE PRESS DISCUSSIONS, French and English, which have taken place on Reparations and the mode of enforcing them under the Treaty of Versailles, it seems to be generally overlooked that the United States is now also bound by a Treaty with Germany, namely, the Treaty of Berlin, signed 25th August, 1921, and ratified by the Senate, subject to two cautionary reservations on 18th October, 1921; it actually came into effect on the exchange of ratifications on 11th November, 1921—precisely three years after the date of the Armistice. The reservations are: (1) that the United States shall not be represented or participate in any body, agency, or commission . . . unless and until an Act of the Congress of the United States shall provide for such representation and participation"; and (2) "that the rights and advantages which the United States is entitled to have and enjoy under this Treaty embrace the rights and advantages of nationals of the United States specified in the Joint Resolution and in the provisions of the Treaty of Versailles to which the Treaty refers." The result of this Treaty and of these reservations is that individual citizens of the United States are entitled to their share of reparations, computed in accordance with the Treaty of Versailles, not less than those of England, France, Belgium and Italy. Therefore

releases of " reparations " as between the Allied Powers may be regarded by the United States as affecting her rights. Hitherto, any claim of the United States has been avoided because President HARDING had refused to make any attempt to get powers from Congress—as required in the First Reservation—to appoint an American representative on the Reparations Commission. But President COOLIDGE is generally credited with a different view on this matter, and it will be interesting to see whether he will now take the steps necessary to enable America to legally interfere in the Ruhr dispute.

Poor Law Relief of Strikers.

THE MINISTRY of Health has just issued a statement on the important public question of its attitude towards the artificial prolongation of strikes by an illegitimate use of poor relief. The Ministry explain that it is in communication with Poplar Guardians in regard to the letter addressed to them by the Poplar Municipal Alliance, who complained that the Guardians were giving relief to able-bodied strikers presumably in contravention of the Merthyr Tydfil judgment. If the Guardians are in fact giving unlawful relief, two remedies are open—(1) Any ratepayer in the Union may apply to the High Court for an injunction to restrain the Guardians from granting unlawful relief, and (2) the District Auditor, before whom the Guardians' expenditure must come when the accounts for the half year in question are under review, can disallow any expenditure which in his opinion is unlawful and surcharge the amount so disallowed on the Guardians who authorise it. The Auditor's disallowance, however, is subject to appeal and such appeal, at the discretion of the persons surcharged, may be made either to the Court or to the Minister of Health. The Minister therefore may be called upon to act in a judicial capacity in the event of the appeal being made to him, and it is obviously incumbent upon him to refrain from expressing a premature opinion upon a case which he may be called upon to decide judicially. It may be added that, in the event of any expenditure by any Board being disallowed as unlawful, such expenditure would not be included in the sums which are made a common charge upon the ratepayers of London as a whole through the operation of the Metropolitan Common Poor Fund.

Right of Jury Trial in America.

A VERY IMPORTANT case has just been decided by the United States Supreme Court, *In re Atchison*, 284 Federal Reports, 604, which is of interest to English jurists as well as American, because of the extreme novelty of the point raised and decided. A Congressional Statute of 1914, known as the Clayton Act, regulates trial by jury in criminal cases in the United States, and sets out in a number of sections cases in which an accused person cannot be tried summarily or by a judge alone without his assent, but has a right to a jury. Sections 21 and 22 include charges of " Contempt of Court," where the remedy is " punitive " and not merely " remedial." The question arose whether these sections are constitutionally valid, and the Court held that in fact they are *ultra vires* of Congress or of any State, inasmuch as every court has an inherent jurisdiction to punish summarily for contempt, of which it cannot be deprived except by a Constitutional amendment. Of course, proceedings by information to punish the contempt, like our Crown Case proceedings in the Divisional Court, would possibly not come within this important decision, since here the contempt is treated, not as such, but as a common law misdemeanour and dealt with accordingly.

Workmen's Compensation and Miners' Nystagmus.

IT IS GENERALLY understood that for the last five years the Home Office and the Ministry of Health have had under consideration the amalgamation into one scheme, with one procedure and one set of contributions, the three detached legal systems at present in force covering the fields of (1) Workmen's Compensation, (2) Health Insurance, and (3) Unemployed Insurance. The Committee engaged on the task of devising proposals to this end may profitably consider the second report of the Miners' Nystagmus Committee of the Medical Research Council, just published, which discloses what appears to be a serious flaw in the Workmen's Compensation Act. The report is mainly the work of Mr. G. H. POOLEY, but is endorsed by the other members of the Committee—namely, Dr. J. S. HALDANE, Professor E. L. COLLIS and Dr. T. L. LLEWELLYN. After contrasting the relative prevalence of *compensated* incapacity from this cause, on the one hand in France, Belgium and Germany, where it is small, with that in England, where it is great and increasing, it goes on to point out the explanation of this difference. This lies not in an increase in the number of those actually affected, but entirely, the report implies, in a very decided increase in the number of those seeking and obtaining compensation in this country, and this for three causes, which are very instructive indeed.

The Three Causes of Statistical Increase.

IN THE FIRST place the new schedule in 1913 altered the nomenclature of the disease from " nystagmus " to " the disease known as miners' nystagmus . . . whether the symptom of oscillation of the eye-balls be present or not." The result was to include cases claiming compensation for psychoneurosis. Secondly the maximum compensation money was raised in 1919 from 20s. to 35s. a week, and while wages and the cost of living have been reduced since then the compensation has remained the same. Consequently, it is found to be not rare for miners disabled from some general disease not arising from their work to be obtaining compensation for nystagmus which, if they had been otherwise in good health, they would not have claimed. In the third place, in this country slight cases are admitted under the belief that any degree of oscillation of the eye-balls renders the miner unsuitable for underground work and that it tends to get worse if underground work is continued. Owing to the combined action of these three causes, not only the number of fresh claims but the average duration of incapacity has risen enormously, facts which, the report implies, have no relation whatever to the actual prevalence of the disease, but solely to the facilities for obtaining compensation. In the opinion of the Committee the compensation is in many cases entirely unnecessary, as, in their opinion, mild cases of nystagmus do not necessarily involve incapacity for work, and in fact often persist for years without the knowledge of the patient. The most important conclusion is that " most cases of miners' nystagmus are only partially incapacitated; they benefit physically and psychologically by work. Some require work above ground; others are fit for suitable work below ground. All men in this group should receive every encouragement to start work as soon as possible." An interesting article on this point will be found in the *Lancet* of 11th August.

The Praesumption of Paternity.

SINCE THE CASE of *Russell* v. *Russell*, *ante*, p. 789, will not improbably be taken to the House of Lords, we do not propose to comment upon either the merits or the technical point of evidence-law which is in dispute. But attention may be drawn to an exceptionally brilliant and scholarly article on the whole question of the common law " *præsumptio juris* " which was in controversy, contributed to the July number of *The Law Quarterly Review* by the veteran Cambridge jurist, Dr. COURTNEY KENNY. With his usual thoroughness and lucidity the learned writer traces the history of the common law doctrine, namely, that a father or mother who admit opportunity of intercourse cannot give evidence in bar of the legitimacy of a child born in wedlock, through a long series of seventeenth and eighteenth century precedents, including the once so very famous *Douglas Case*, now almost forgotten except among antiquarians, which divided English and Scots society into two hostile camps in the beginning of George III's reign, and which appears in the pages of BOSWELL. That somewhat indiscreet Scotsman of genius

actually held a watching brief in the final appeal to the Lords, and this evidently disposed him to special loquacity about the case. His impertinence to the defeated Duchess when JOHNSON and he met her at Skye, and the queenly dignity with which she ignored him, he was foolish enough to record in his "Tour to the Hebrides." This was one of the few questions on which BOSWELL ventured to differ from the revered Dr. JOHNSON. We notice that the *Lancet* last week, in commenting on the *Russell Case* and Dr. COURTNEY KENNY'S article, says that likeness may be some aid in establishing identity; unlikeness is not. No doubt this is so, but even likeness is very deceptive, and as Lord COZENS-HARDY, M.R., said in the *Slingsby Case*, "If it be evidence, it is of the slightest possible importance."

The Crown's Prerogative of Priority in Insolvency.

THE HOUSE OF LORDS has now settled an interesting point of winding-up practice: *Food Controller* v. *Cork*, *ante*, p. 788. Mr. Justice P. O. LAWRENCE, it will be recollected, held that, in the winding-up of an insolvent company, the Crown still retains its common law prerogative of priority for the payment of Crown debts; the Court of Appeal, however, reversed this decision, holding that the Crown, both in bankruptcy and in the winding-up of companies, has no priority except the limited one given by statute. This view the House of Lords has emphatically upheld. P. O. LAWRENCE, J., had followed the older rule as laid down in *Re Henley & Co.*, 9 Ch. D. 469, a case quoted in the text-books as an authority for the proposition that the Crown still retains its prerogative priority in these cases. Since the date of *Re Henley*, however, the law has been consolidated in ss. 186 and 209 of the Companies (Consolidation) Act, 1908, which sets out the priorities still remaining; and, since this is a codifying Act, it must be assumed that the Legislature did not intend to leave in existence prerogative rights which it does not mention; therefore *Re Henley* is now no longer valid law.

Canon Law in the Church of England.

A REVIVED interest attaches itself, as the result of the current sittings of the Church Congress to revise the Prayer Book, to that fascinating problem of mediæval legal history, the question whether or not Canon Law ever was a recognised part of the Church Law of England. The late Professor MAITLAND and Dean OGLE have contributed learned treatises to the discussion. The net result is that the Canon Law, as laid down in the "*Corpus Juris Canonici*" of GREGORY I—the papal contemporary of JUSTINIAN—probably was a regular part of our Ecclesiastical Law, administered as such in our Courts, prior to the Elizabethan Settlement. One of the most interesting provisions of the Canon Law was the procedure it laid down for the admission of new Saints to the Calendar, popularly known as "Canonization"; but this has not been followed by the House of Laity. This House at its meeting on 4th July, recommended the admission of eighteen new Saints. The list is very broad, since it includes CHARLES I and LAUD with WILLIAM TYNDALE, the translator of the bible, and ANNE ASKEW; the first two were beheaded on Tower Hill and the latter two were burnt at Smithfield. Incidentally we may point out that the procedure for Canonization still prevalent in the Roman Church is based on a definite legal doctrine analogous to our "Equity of Redemption," and, indeed, the origin of that rule of Equity. Man is deemed to have forfeited to Satan the legal estate in his soul at the Fall for "Original Sin." But faith in CHRIST confers on him an "Equity of Redemption." This he may exercise by paying off the debt of sin through good works, either while he lives or in Purgatory. If he succeeds in so doing completely while in this life, then his soul is "redeemed" and he attains at once to Heaven; this is the case with the Saints. If he dies "finally impenitent" without having done so, the Devil forecloses on his soul. The procedure at Canonization takes the form of a Redemption suit of the next friend of the dead Saint with a counter-claim for foreclosure by the "*Advocatus Diaboli*," and a final decision by the Church. The connection between the English principles of Equity and many rules of the Canon Law is very striking, and form a chapter of Legal History which has never been sufficiently explored by English scholars.

The Liability of Signatories to Charterparties.

A CHAPTER OF law is now closed by the decision of the House of Lords in dismissing the shipowners' appeal in the much canvassed case of *Universal Steam Navigation Co.* v. *James McKelvie & Co.*, *ante*, p. 593. A charter-party had been made between agents for the owners of a steamship and a party described as "James McKelvie & Co., Newcastle-on-Tyne, Charterers," in which, in the usual events, the charterers were to pay demurrage. The charter-party was signed, *inter alios*, "For and on behalf of JAMES MCKELVIE & Co., as agents, J. A. MCKELVIE." The shipowners sued the charterers, James McKelvie & Co., as signatories to the charter-party and therefore principals. The question was whether the effect of their signature, in the form given above, with the words "as agents," is (*a*) that they are principals under the agreement and therefore liable for demurrage when incurred, or (*b*) that they are merely agents for the consignors of goods by the ship, who are to be deemed the real principals and sued. The difficulty of the case is due to the fact that there are conflicting decisions, irreconcilable with each other, that of *Gadd* v. *Houghton*, 1 Ex. D. 357, in favour of the latter contention, and that of *Lennard* v. *Robinson*, 5 E. & B. 125, in favour of the former view. *Primâ facie*, the presence of the words "as agents" after the signature of the charterers seems to indicate that the latter expressly exclude liability as principals; on the other hand their description as "charterers" seems inconsistent with the mere status of agents. Judicial opinion in the lower courts was equally divided; Mr. Justice BAILHACHE and Lord Justice SCRUTTON preferring the rule in *Lennard* v. *Robinson*, *supra*, whereas BANKES and ATKIN, JJ. followed *Gadd* v. *Houghton*, *supra*. The point was considered by a very strong tribunal in the Lords, namely, Lords CAVE, BIRKENHEAD, SHAW, SUMNER and PARMOOR; and practitioners were rather surprised that all five law lords agreed in the decision actually arrived at. This preferred *Gadd* v. *Houghton*, definitely over-ruled *Lennard* v. *Robinson*, and found that signature "as agents" excludes liability as principals.

Maritime Liability of a Requisitioned Ship.

AN INTERESTING preliminary point was taken and disposed of before Mr. Justice HILL in *The Sylvan Arrow: Times*, 17th July. A collision action for damages was brought in the Admiralty Court against an American vessel. The defence pleaded *inter alia* that (1) the *Sylvan Arrow* at the date of the collision was under compulsory requisition by the American Government, (2) that she was being navigated at that time by persons who were the servants of the United States Government, and (3) that, therefore, the owners were not liable for the negligence (if there was any, which was not admitted) of those navigating officers. The preliminary point was therefore argued whether or not such a plea is a good one. Since the date of the collision the ship had been released from the requisition, and it was contended for the plaintiffs that their maritime lien for damages attached to the vessel the moment she was released by the American Government; of course, so long as she remained under the control of a Sovereign State, no action to enforce a maritime lien is available. The real issue seems to turn on the nature of "requisitionment"; if it is merely the chartering of a vessel by the requisitioning government, even although the chartering is by law compulsory, the owners by their servants or agents still remain in possession and control of the vessel, and there seems no reason in law for holding them excused from the consequences of negligent navigation, although the vessel cannot be attached pending the duration of the requisition. But if the government takes the control out of the owners' hands and treats the vessel as their own, then the owners are not in control of their servants, and are excused from liability. Mr. Justice HILL decided in favour of the latter view and absolved the ship from lien.

The Proof of Jewish Marriages.

AN INTERESTING and very important point was decided by the Court of Criminal Appeal at the end of term in *Rex* v. Hammer, 39 T.L.R. 670. Section 15 of the Administration of Justice Act, 1920, provides that in "any action or other matter" questions of foreign law shall be decided by the judge and not by the jury. It has hitherto been generally supposed that this section obviously applied only to civil proceedings, *i.e.*, actions, petitions, motions, summonses, and the like, not to criminal proceedings, which are more aptly described as "prosecutions," and hardly seem to come within the vague words "action or other matter." On a bigamy appeal, however, the Court of Criminal Appeal has just decided that the section applies to criminal cases as well. Here the point arose whether or not a Jewish marriage contracted under Russian law is a matter of fact for the jury or of law for the judge. The view taken was that it is a "matter of fact," but that under the section in question this "matter of fact" is a matter of "foreign law," and therefore reserved for the judge, even although the circumstances surrounding the taking place of the marriage may be in dispute.

Recent Developments of Mercantile Law: Damages.

I.—The General Principle of the Assessment of Damages.

MERCANTILE contracts, so far as the theory of our Common Law is concerned, do not differ in any way from other common law contracts. The Law Merchant is part of the Common Law. The practice of the Commercial Court is that of the King's Bench Division, other than the Divisional Court in which Crown Practice and special rules prevail. Yet, as a matter of fact, ever since the time of Lord MANSFIELD, who was guilty in a classic phrase "of introducing too much equity into his court," there has been a certain tendency in commercial causes, involving the breach of commercial contracts, to interpret the first rules of law in somewhat special senses. The rigidity of the Common Law has given way at least a little to the exigencies of commercial life, which requires more elastic rules. And finally, within the last few years, the ordinary common law practitioner has been scandalized by the introduction into the Commercial Court of the "Equitable doctrine of *Non Caput Lupinum*," as Lord SELBORNE called it, the principle that a contract-breaker is not to be deemed an outlaw from whom Shylock may exact his pound of flesh; the injured party must endeavour to mitigate as much as possible the consequences of the breach so as to reduce his own damages, and if he stands fast on his common law right under the contract—instead of acting reasonably to mitigate the damage—he will not be allowed to recover any loss which, by reasonable action at the occurrence of the breach, he could have escaped.

The effect of this novel, but now well-accepted, rule of damages in commercial cases has been far-reaching upon the assessment of damages in mercantile contracts generally. In the present series of articles, then, we propose to consider the normal rules for the award of damages against a contract-breaker, with special reference to their applicability to commercial contracts and with an eye to any modifications of more or less accepted rules which may appear to follow from the "*Non Caput Lupinum*" rule. Our survey will therefore cover the following ground:—

(1) The general principle of the assessment of damages sounding in contract;
(2) Remoteness of damages;
(3) Aggravated damages, interest, and costs;
(4) Liquidated damages and statutory damages;
(5) Mitigation of damages;
(6) The measure of damages;
(7) Arbitrations and the assessment of damages.

Damages have been defined in two rather different ways. The first definition is "The recompense given by process of law to a person for a legal wrong done him," the second is the "Pecuniary compensation awarded by law to a person for the injury he has sustained through the act or default of another," *Halsbury*, Vol. 10, 302. There is a great difference in principle between the two. The first indicates certain artificial rules fixing in more or less stereotyped ways the damage which a person is deemed to suffer in a certain set of circumstances without too close consideration of whether it is the actual damage he has suffered or not: the second appears to contemplate *exactly* the loss sustained, no more and no less. It cannot be said that either definition represents precisely the practice of our Common Law: our assessment of damages has always been based partly on artificial general rules and partly on an attempt to ascertain actual losses suffered: it has always been a compromise between the two. But the recent tendency, indeed the modern tendency ever since Lord MANSFIELD'S day, has been to restrict the scope of artificial rules and extend the sphere within which a claimant will be cut down to the actual loss suffered. So far as possible, our law nowadays endeavours to effect a "*restitutio in integrum*" of the injured party, and to attempt to put him in the very position he would have been in, so far as money can do so, if the contract had been performed: *The Argentino*, 1888, 13 P.D. 1816, A, per Lord ESHER, M.R., and Lord Justice BOWEN.

The practical difficulties of doing this, however, are so very great that it has not been possible to employ only this vague general principle of assessment; it has been found necessary to establish also a number of subsidiary and more limited rules. The reason for this has been exceedingly well expressed by Lord LINDLEY in *Rodocanachi* v. *Milburn*, 1886, 189, B.D. 67, at p. 78: "It must be remembered that the rules as to damages can in the nature of things only be approximately just, and that they have to be worked out not by mathematicians but by juries." Lord HALSBURY, too, has a classical exposition of this principle in *The Mediana*, 1900, A.C. 113, at p. 116: "The whole *regime* of inquiry into damages is one of great difficulty. You very often cannot even lay down any principle upon which you can give damages: nevertheless it is remitted to the jury or those who stand in the place of the jury, to consider what compensation shall be given in money for what is a wrongful act . . . How is anybody to measure pain and suffering in moneys counted? Nobody can suggest that you can by any arithmetical calculation establish what is the exact amount of money which would represent such a thing as the pain and suffering which a person has undergone by reason of an accident . . ." And in cases of tort, the general rule is completely qualified by the existence of cases in which "exemplary" or "punitive" damages may be awarded; but for the purposes of commercial law these may be omitted from consideration as quite irrelevant in practice.

The first of the artificial rules of law which limit the general principle of "*Restitutio*" is that which divides damages into two kinds, namely: (1) general, and (2) special. "General damages," are those which the law deems to be the "natural and reasonable consequences" which flow from the breach: these can always be recovered. "Special damages," however, are kinds of actual damage which can only be recovered when some rather artificial condition precedent has been complied with; *e.g.*, where a purchaser orders goods in order to carry out sub-contracts, the vendor is not compelled to recompense the purchaser, in case of non-delivery, for the purchaser's legal liabilities to these sub-purchasers, unless he was informed of their existence at the date of the order, and either *expressly* or *impliedly*, or by the *general custom of some trade* agreed to be responsible for these in case of breach: *Hadley* v. *Baxendale*, 1854, 9 E 341. It will be seen that here there is a very considerable limitation introduced upon the injured party's right to a complete compensation for the loss he sustains: he only gets it if these two conditions precedent have been complied with. Similar limitations occur as regards the recovery of interest and the costs of litigation in which he is involved by the breach.

The second artificial rule is that which distinguishes between actual damage which is "relevant," to use a Scots phrase for which no exact equivalent exists in English legal terminology, and that which is too "remote." Here, again, it has been found necessary to define the border-line between "relevant" and "remote" damages, the first of which is recoverable, the second not recoverable, by the introduction of artificial rules.

A third artificial rule allows for a variation of the general rule, namely, that the recompense recoverable is that which has actually been suffered as loss, in two special cases: (1) the parties may themselves assess beforehand the amount of damages to be paid in the case of a breach, in which case these can be recovered as "liquidated damages"; (2) a statute may arbitrarily restrict the sum to be recovered in some way, *e.g.*, limitation of liability in certain cases under the Merchant Shipping Acts. The first of these variations, "liquidated damages," has itself been the subject of numerous artificial rules, originally borrowed from the equitable doctrine which forbids the recovery of penalties or forfeitures. These distinguish between "liquidated damages" which the court will recognise and permit, and those which it will reject on the ground that in practice they amount to the recovery of penalties.

A fourth artificial rule relates to the assessment of "prospective damage." A plaintiff may recover not only the actual loss already sustained by breach of contract at the date he sues, but also the future and contingent loss he is likely to suffer in future as the result of the breach sued upon: *Emery Co.* v. *Wells*, 1906, A.C. 515. There is a difference here between contract and tort; in the former only one action can be brought for a continuing breach of contract; in the latter, there are two classes of torts, those in which *injuria* is actionable independent of *damnum* (*e.g.*, trespass), and those in which *injuria* is not actionable at all until *damnum* has resulted (*e.g.*, nuisance): in the former the *ex contractu rule* allowing prospective damages to be recovered at once applies, in the latter, the future damage can only be sued for when it has arisen: *Darley Main Colliery Co.* v. *Mitchell*, 1886, 11 A.C. 127. In cases of damage *ex contractu* the general principle is well-accepted, namely, that the damages recoverable from one and the same cause of action must be assessed and recovered once for all; the plaintiff must sue in one action for all his loss, "past, present, and future, certain and contingent," *Sanders* v. *Hamilton*, 1907, 96 L.T., 679. Where, however, damages are clearly of an indefinite and continuing nature, there is a special rule that they are to be assessed down to the date of the judgment, not to the date of the writ: R.S.C. Ord. 36, R. 58.

Leaving out of account, as irrelevant in cases of commercial practice, rules as to "nominal" and "exemplary" damages, there remains still a fifth artificial rule of importance, namely: that to which we have several times referred already, and which will be discussed at length in a later article, the rule of "Mitigation" or *Non Caput Lupinum*. As a matter of fact, historically this rule has really grown out of the rules relating to "prospective" and "continuing" damage, just referred to. In assessing "prospective" damage, which is clearly contingent, a jury must obviously take into consideration the presumption that the plaintiff will do his best, as a reasonable and prudent man, to take steps for escaping further unnecessary loss flowing from the breach: *Michael* v. *Hart*, 1902, 1 K.B. 482. From this it is only a step to holding that a jury, in assessing damage already suffered will take into consideration whether or not the injured party need have suffered it, or has aggravated it by his unreasonable *laches* in seeking a remedy; but it took the court quite a long time to arrive at this result.

[*To be continued.*]

From *The Times* of 7th August, 1813:—One of the clauses in the New London-bridge Act authorizes any peace-officer to apprehend, and bring before some Alderman of the City, any person or persons who shall "fasten any horse or other cattle to any house, wall, fence, post, *tree*," &c., on said bridge.

Implied Waiver of Right to Reject Goods.

ALTHOUGH the doctrine of "waiver" is familiar in the Common Law, there has always been found in practice some considerable difficulty in ascertaining the correct ground of legal right on which waiver of one's rights can be based. A mere statement, express or implied, by A to B that A waives a right against B is not of itself enough to release B from his obligation to A; for normally, there would be an absence of consideration and therefore no discharge. To support "waiver" in fact, there must be one of three very different elements present, which present a *casus* of "contract," or "estoppel," or "election" respectively.

For example, A may waive his right to payment of a debt by B, if B releases some future or contingent liability which may become due to him from A; this is mutual waiver and amounts to "contract"; the consideration being the corresponding release of an obligation by B. Again, A may assent as a creditor to B's deed of trust in favour of his creditors; with the result that other creditors assent also and refrain from pressing B for payment; here A has waived his right to sue, because of an "estoppel"—he has made a "representation," on the faith of which others have altered their position to their disadvantage and with the intent that they should do so. Such a "representation" is an "admission" in the eyes of the law which the estopped party is not allowed to contradict; here "waiver" belongs to the law of evidence, not that of contract. Again A may accept payment of rent after notice of his tenant's breach of a covenant and consequent forfeiture; or he may take a step in an action notwithstanding the other party's default. In either of these cases there is waiver by "election," *i.e.*, A has elected between two alternatives open to him, and once having elected he must stand by his election; he is not allowed "both to approbate and to reprobate." This is the commonest form of waiver in actual practice, and it constantly occurs in all sorts of common law cases. But, strangely enough, it is not possible to find any doctrine of the common law on which it is founded, and would appear to be an importation of an equitable doctrine into the common law courts.

Perhaps the most instructive of recent examples of this doctrine is that contained in *E. Hardy & Co., Limited* v. *Hillerns and Fowler*, 1923, 1 K.B. 658, affirmed by Court of Appeal, 39 T.L.R. 547. The case actually gave a great deal of trouble both to Mr. Justice GREER, who decided it in the court of first instance, and to the Court of Appeal; but finally the doctrine of "waiver by election" was found to apply to the case, and the decision then became a matter of plain sailing. The facts are interesting, and we will summarize them briefly.

Sellers had agreed to sell to buyers a quantity of wheat, warranted to be either Rosario or Santa Fe quality, which was being shipped or to be shipped by steamship from some port in the Argentine or in Uruguay. The contract of sale was a c.i.f. contract; *i.e.*, the invoiced price includes not only the price of the goods but also the cost of carriage and insurance, the effect of which—in the normal case—is that the property in the goods is passed to the buyer by tender of shipping documents as against payment. But the buyer, notwithstanding acceptance of the documents, is not thereby deemed to have accepted the goods in satisfaction of the contract. On the contrary, both by common law and under s. 34 of the Sale of Goods Act, 1893, he is not deemed to have accepted them in pursuance of the contract and warranty of quality unless and until he has had a reasonable opportunity of examining them and rejecting them, if not according to warranty: *Perkins* v. *Bell*, 1893, 1 Q.B. 193. But where the buyer "does any act in relation to them which is inconsistent with the ownership of the sellers," he is deemed to have accepted them: Sale of Goods Act, 1893, s. 35. This statutory rule is generally recognized as simply declaratory of the common law principle of "waiver by election." The buyer can "elect" either to accept the goods or to rely on his warranty;

these are alternatives, not cumulative rights; he can only do one, not both. In other words, if he does one, he has made an "election" and has given up his alternative legal right: *Saunt* v. *Belcher & Gibbons*, 1920, 26 Com. Cases, 115.

Now this principle, as we state it, seems so simple as to be obvious; yet in the case on which we are commenting, and in many others, the greatest difficulty in applying it arose. And that difficulty arose in this case, as it usually does in others, because at first it was forgotten that the statutory rule "when the buyer does an act inconsistent with the ownership of the goods" is essentially a case of election between two alternatives. What happened was this. The goods were reported to the buyer on 20th March, 1922, having arrived. On 21st March, next day, they resold a substantial portion to sub-purchasers without having examined them. On 23rd March, two days later, they examined the goods and found—such was the contention of fact accepted for purposes of the case—that the goods were not Santa Fe nor Rosario wheat, and therefore not according to warranty. They then gave notice of rejection. Had they done so before resale, there can be no doubt that they would have had a right to reject, for they had examined the goods only three days after arrival reported, and therefore within a reasonable time. But in the meantime they had resold the goods, and so the point was taken that they had thereby abandoned the right to reject.

Now *primâ facie* it seems both equitable and a very tempting argument to contend that the buyers, as between themselves and the seller, ought not to be prejudiced and deprived of this clearly just claim to reject goods not according to warranty, merely because they have entered in the meantime into a commercial transaction relating to them. The vendors are not more meritorious because the buyers have made a resale of the goods. Nor are the vendors prejudiced by that fact. Why, then, should they get an undeserved benefit out of the accident that the buyers, instead of examining at once before negotiating a resale, had taken the more convenient course of reselling and then examining the goods at their leisure? This was the difficulty which pressed both the lower and the higher court, and also the arbitrator who had stated his award in the form of a recent case under s. 7 of the Arbitration Act, 1889. And, if s. 35 of the Sale of Goods Act, 1893, created a waiver by the form known as "estoppel" the contention of the buyers would be justified. The vendors, not having altered their position to their disadvantage as the result of the buyers' act of resale, could not rely on it.

But the statutory waiver "by doing an act inconsistent with the ownership of the seller" is not a form of waiver by estoppell at all. It is a form of waiver by election. There are two alternatives, one consistent with the ownership of the sellers, the other inconsistent therewith, which the buyer can do on being tendered the goods. He can refrain from dealing in them until he has examined them—and he can proceed to deal in them without negotiation. If he adopts the latter course he acts as if the goods were his own to dispose of, and he so acts at his peril. But it deprives him of his alternative right, that of examining and rejecting the goods if not according to warranty. So considered, the case becomes clear, and the buyer is clearly seen to have lost his remedy against the seller for breach of warranty.

From the arguments and the conclusion of the court in *E. Hardy & Co.* v. *Hillerns and Fowler, supra*, it will be seen that the rationale of a waiver is often a most important factor in ascertaining the legal rights which arise out of it. These are not quite the same when waiver is based on "contract" (mutual waiver) as when it is based on an "estoppel" (a rule of evidence or adjective law) or when it is based on an "election" (an equitable doctrine applied generally. It is therefore important in practice to consider the exact legal basis of any alleged "waiver" before proceeding to examine the legal consequences which follow from it, or to found a legal argument upon it.

The New Orientation of Constitutional Law.*

ALTHOUGH Positive Law is supposed to be a science of fixed principles, in which no changes of substance take place except by the intervention of the Legislature, yet in practice English Law is constantly, although unobtrusively, undergoing a gradual development in all its branches. The steps taken in detail are small, but in the aggregate the result of a continuous movement is very large indeed. In fact, almost every half-century, whole spheres of Law undergo a new orientation. Mercantile Law, for example, is a very different system to-day from what it was in Lord Mansfield's, or even in Lord Ellenborough's, day. The Equity of Lord Eldon was not quite that of Sir George Jessel, and that of Jessel himself has subtle differences in detail and in spirit from its present-day interpretation at the hands of the Judges. But perhaps Constitutional Law is the sphere in which the greatest changes have taken place.

In the beginning of the reign of George III the famous Blackstone expounded the principles of our Constitution in a manner which was the admiration of his own and every succeeding generation of lawyers down to the Reform Act of 1832. Then it suddenly went out of fashion. The Whig creed of Hallam, afterwards developed by Walter Bagehot, simply displaced it out of all recognizable existence—although of late years there has been a renewed appreciation by scholarly jurists of much that Blackstone taught which had been supposed to be obsolete. Half-a-century passed by and Hallam had gone the way of Blackstone. Dicey and Anson had given a new form to the principles supposed to be fundamental. The Rule of Law—as contrasted with a supposed "*Droit Administratif*" on the Continent; the Supremacy of the Imperial Parliament—as contrasted with the exercise of the Royal Prerogative; the existence of a Supreme and of Subordinate Legislatures—as contrasted with the co-ordinate limited jurisdictions of Federal Legislatures; the Cabinet system—as contrasted with an independent Executive, as in America, not responsible to the Parliament; the all-importance of Constitutional Conventions which fall short of being laws; these were the sacred insignia of the Ark and the Covenant as taught to the generation of law-students who to-day are middle-aged men. They were regarded as too obvious to be questioned by any except a crank.

Yet to-day a new orientation has set in, and new views are taken. The genius of the late Professor Maitland showed the continuity of the mediæval element in all our Institutions and threw suspicion on supposed modern principles which had no real analogue in the days of the Tudors or the Lancastrians. The catastrophic effect of the war on ancient laws and customs led to a revival of many Prerogatives and Common Law *Privilegia* vainly imagined to be quite fossil antiquities of jurisprudence. The growth of the British Dominions and their claim to independence of a very real, if not an expressly recognised type, compelled scholars to seek about for new formulas in which to reconcile old views with newer developments. And four years ago General Smuts enunciated his far-reaching view of the Constitution which has led to so much searching of hearts among imperial statesmen ever since.

The result of all these newer movements is that the existing text-books on Constitutional Law are hopelessly out of date. The virtue has gone out of Dicey's or Bagehot's most cherished formulas. Some effort to re-state the effect of the leading cases, the statutes, the pronouncements of statesmen and conferences, in a modern form is imperatively needed. This work Professor Berriedale Keith, Professor Ramsay Muir, and Dr. Egerton have all been attempting, each in a somewhat different way. It cannot be said that all agree with each other, or that the results are very illuminating. In fact, a lucid genius like Dicey or Bagehot is wanted just at present to collect the scattered threads and present a coherent bird's eye view. But, notwithstanding a lack of vitality and coherence, the three writers we have named all help us to realize what are the novel features.

These features are three in number. The first we need not discuss in detail, for three years ago the SOLICITORS' JOURNAL drew attention in a series of five articles to General Smut's New Doctrine of the Constitution. Put briefly, it is this. Every British Dominion [and possibly every Crown Colony] is essentially an independent Sovereign State united to all the other Dominions and to Great Britain by just three common ties: (1) The Monarch is the same in each State; (2) The King is the "fountain of justice" in each, and therefore his Privy Council [or in Britain by ancient and inveterate custom the House of Lords] is the final tribunal of appeal in matters of law except so far as its power has been taken away by statute; (3) The King

*The Imperial Constitution and the Imperial Conference.—Professor BERRIEDALE KEITH (*Edinburgh Review*), July 1923.
A Short History of the British Commonwealth.—Professor RAMSAY MUIR.
British Colonial Policy in the Twentieth Century.—Dr. H. E. EGERTON.

has granted a constitution to each of his Dominions, and it is a mere matter of form that the charter has taken this form of a British Parliamentary Statute. According to General Smuts the British Parliament has no power to repeal the statutes granting Dominions constitutions, just as the King cannot revoke a charter—except in the rare cases where by common law *scire facias* procedure applies.

This claim to Independent State-hood, under one common sovereign, has not proved purely academic. It has had two grave results. In the first place, each British Dominion signed the Treaty of Versailles as a distinct and separate contracting party, and each is represented as a separate state in the League of Nations. This is a quite anomalous position, if the British Empire is one single State: no other such State is represented by more than one set of representatives. It was partly this privileged and anomalous position of the British Empire which induced the American Senate to reject Treaty and Covenant of the League of Nations alike. In the second place, Canada and South Africa now claim the right to enter into independent treaties with foreign powers signed by their own appropriate Minister as the King's plenipotentiary and without the concurrence of any British Minister or of the British Ambassador accredited to the other contracting party.

The most striking example of this treaty-making claim, of course, has been the recent "Halibut Treaty," made between the United States and the Dominion of Canada, signed by the Canadian Minister of Fisheries and Marine on behalf of His Majesty, and by the American Secretary of State. Sir Auckland Geddes, British Ambassador to America, desired to sign the Treaty as His Majesty's plenipotentiary; but to this Canada refused to assent. Then Sir Auckland, acting under instructions of the Home Government, desired to sign along with the Minister of Marine—but this Canada also refused as unnecessary. The result is that, not only has Canada negotiated a Treaty with the United States as if she were an independent Sovereign State, but it is now claimed by the American Government that the provisions of the Treaty are binding, not only on Canadian subjects of the King, but on all his subjects everywhere. This raises a practical problem of great difficulty, which the Imperial Conference will consider at its next meeting. In the meantime, the Premier of South Africa has given a general adherence to the Canadian view, while the Premier of Australia has repudiated it as an unsound and dangerous constitutional heresy. The other dominions have not committed themselves.

A third form in which this principle is manifesting itself has arisen out of the peculiar "Mandate" system set up by the League of Nations and the Treaty of Versailles. Under this system Great Britain holds a "Mandate" to administer—as trustee in some sense for its inhabitants—the countries of Mesopotamia, Palestine and Arabia. Australia has a mandate for "New Guinea" and other Pacific or Indonesian islands. The Union of South Africa has a mandate for the late German South-West Africa. There is a joint-mandate of Britain and South Africa for Tanganyika. In these mandates the mandatory power stands in a direct relation of responsibility to the League of Nations—not an indirect one through its Sovereign State. The League deals directly with South Africa and Australia when questions arise concerning the administration of their respective mandated territories. The situation is a most striking and piquant one.

The next Constitutional question which has arisen concerns the relation of the Empire to the Crown Colonies. Here there are three conflicting theories. The orthodox view, rapidly going out of fashion, is that the Crown, acting on the advice of the Secretary of State for the Colonies, administers each Crown Colony as a British territory for the benefit and in accordance with the wishes of the British Parliament. The second theory is that the real Sovereign of the Crown Colonies is the Imperial Conference, *i.e.*, a sort of Confederate Board of the Governments of the United Kingdom, the Irish Free State, the Empire of India, and each of the six Dominions—for Rhodesia is about to become a sixth Dominion. This creates an impossible position. A third theory is that each Dominion is the "Paramount Power" in one quarter of the globe and that the control over the Crown Colonies in that quarter should be delegated to it. Thus South Africa claims to be "Paramount Power" in Africa, and is obviously seeking a general hegemony over all our African Crown Colonies and Protectorates, in West, Central and East Africa. Canada shows signs of desiring similar powers of control in respect of the West Indies. Australia has already secured control over most of our Pacific Crown Colonies. And so the situation moves onwards. The Crown Colonies are bitterly opposed to these existing or potential hegemonies, and are demanding local federations—*e.g.* a Federal West Indian Dominion, and a Federal East African Dominion—to escape its menace.

The third great question concerns the status of British subjects throughout the Empire. The proud Roman rule, the equality of each Roman citizen in every part of Rome's world dominion, was the older English rule. There was "Equality before the Law" of every race and colour. That it is still the rule in England and at least partially in India and the Crown Colonies. But it is not the rule in any of the Dominions. These claim the right to set up barriers of colour and to exclude even British-born subjects who come within certain categories. The creed of "White Australia," of a Canada barred to all Orientals, of a South Africa refusing political rights to and placing civil restrictions on brown, yellow, and black subjects of His Majesty, the similar claims of Rhodesia and of Kenya—not yet created into a Dominion or self-governing Colony—these are all illustrations of the difficulty. In practice the Imperial Parliament has found itself powerless against local sentiment, and has been obliged to abandon the "*Rex Britannicus Sum*" doctrine in the case of coloured subjects in certain of the great Dominions.

We have not space to discuss other important subjects, for example, the strange principle by which a man may be a naturalized Briton in Australia but an alien owing no allegience in Britain. These are but symptoms of a loosening of the old ties and a weaving of new, perhaps very different, ties. Their real effect on the principles of Constitutional Law is far from fully understood as yet even by our leading jurists. The Constitution is in the melting-pot; a new Constitution is being created by a sort of "vulcanization" process not unlike that by which rubber is produced from caoutchouc, sulphur, and a variety of catalytic agents; and what the legal literature of to-day needs very badly is some interpreter of insight who will attempt and achieve the task of synthesis in a legal text-book.

Res Judicatæ.

Costs in Rent Restriction Cases.

(*Wolff* v. *Smith*; *ante* 766.)

Section 17 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, gives to a County Court jurisdiction in all proceedings arising out of the Act or any of its provisions, whether or not the amount of the claim would otherwise confer jurisdiction on the court. And it deprives of costs a party who takes proceedings in the High Court which could have been taken in the County Court. It has hitherto been generally assumed, without much investigation of the statutory phraseology, that this section only contemplates proceedings for the recovery of possession, or for return of excess rent, apportionment, and other matters expressly provided for by clauses in the Act. It has been assumed that Common Law or Chancery suits in respect of the premises, even where they involve as a direct result the right to possession, are not within the ambit of this provision as to costs. Mr. Justice Eve has now negatived this view, and has held in *Wolff* v. *Smith*, *supra*, that s. 17 must be taken to confer on County Courts jurisdiction to hear all such incidental proceedings, so that under s. 17 (2) a plaintiff who initiates them elsewhere is deprived of his costs.

The actual facts of the case may usefully be stated to illustrate the scope of this rule. A tenant took out in the Chancery Division a writ claiming an injunction to restrain his landlord from interfering with his quiet enjoyment of his tenancy and from obstructing him in the full use of the premises. The case clearly involved a question of "title" to the tenancy, and, apart from the implications of s. 17, it seems a matter of great doubt whether the County Court—where a very limited jurisdiction in Equity and no jurisdiction to grant injunctions except where incidental to a county court claim—could have entertained an action to enjoin the landlord. Possibly a claim for damages for disturbance of quiet enjoyment, with a claim to an injunction in lieu of damages, would have been possible. The effect of the section, however, as construed, not without some hesitation, by Mr. Justice Eve, is to confer jurisdiction in such cases; therefore a plaintiff who comes to the High Court is not entitled to any costs at all.

The Forum of Appeal on Taxation of Costs.

(*In Re Wingfields*, 1923, 2 K.B. 112, C.A.)

A short point of practice, but one of some importance to solicitors, was decided by the Court of Appeal in *Re Wingfields*, *supra*. Mr. Wingfield was solicitor for the plaintiff in a King's Bench action, and his client recovered judgment for £550 and costs. The defendants paid to Mr. Wingfield these damages and the taxed costs. Mr. Wingfield then claimed to retain as against his client, a certain portion of the moneys so received by him as solicitor for that client: he made this claim on the ground that, as a consideration for matters not connected with the action at all, the client had agreed to pay him the difference between solicitor's costs and party and party costs recovered from the defendant, and had also agreed to waive his right to solicitor and client taxation. The plaintiff, however, claimed

delivery of a bill of costs by Wingfield; an order for delivery of such bill was made, and the bill was delivered. He then took out a further summons for an order that the bill of costs in the action should be referred to the taxing officer for taxation. The master made the order asked for, and the Judge in Chambers affirmed it. Wingfield appealed to the Court of Appeal and was met with a preliminary objection contending that under Order LIV, r. 23, an order for taxation of a solicitor's costs is *not* a matter of practice and procedure; so that the appeal should be to the Divisional Court and not direct to the Court of Appeal.

At first sight it seems extraordinary that such a question should still be a matter of doubt, especially as there are numerous reported cases in which matters relating to solicitor's bills have either been treated as substantive matters, in which case the appeal lies to the Divisional Court from a Judge in Chambers, or else as matters of "practice and procedure" appealable to the Court of Appeal direct. But, as Lord Justice Bankes remarked in delivering the judgment of the Court of Appeal, the cases are very conflicting and no clear rule is discernible. The rule on which the Court of Appeal actually decided this appeal was that any order for taxation, whether in an action or in connection with an action, is a matter of "practice and procedure," and therefore appealable direct, whether or not it is a "final" order. Therefore, the present order was held to be so appealable direct.

Matrimonial Law.

(*Usher* v. *Usher*, 128 L.T., 26; *Morgan* v. *Morgan*, 1923, P.1.; *Harvey* v. *Harvey*, 39 T.L.R. Div. Ct. P. D. & A.)

The three cases noted above are interesting because they show a gradual dawn of willingness, on the part of the Divorce Court, not to push any farther, in cases where the practice is uncertain, the great privileges now enjoyed by married women in all matters of matrimonial suits. In *Usher* v. *Usher*, *supra*,, where a wife's claim to restitution of conjugal rights was found to be groundless, and the husband entitled to a decree of judicial separation on the ground of her having deserted him for two years or upwards, and an order for security for the wife's costs of the trial, and payment of her costs to setting down had been conditional on an undertaking by her solicitors to refund any sum paid under it, if required by the Court to do so, it was held by Mr. Justice Salter, that without thereby intending any reflection on the wife's solicitors, the case was not one in which the husband should be required to pay any part of her costs.

In *Morgan* v. *Morgan*, *supra*, the President held that the power of the Court to vary settlements under the Matrimonial Causes Act, 1859, includes a power to override a restraint on anticipation contained in a delinquent wife's settlement, even in a case where the wife has married the co-respondent after the decree absolute and before the order to vary. He discussed and did not follow the dicta in *Constantinidi* v. *Constantinidi*, 1904, P. 306, 308 and *Michell* v. *Michell*, 1891, P. 208, 210.

In *Harvey* v. *Harvey*, *supra*, the Divisional Court held that a Court of summary jurisdiction has no power to vary an order for the maintenance of a wife made after 23rd December, 1920 (the date when the Married Women (Maintenance) Act, 1920, came into force), by inserting therein a provision for the maintenance of children, such provision not having been included in the original order.

The Meaning of Desertion.

(*Pulford* v. *Pulford*, 1923, P. 18.)

In *Pulford* v. *Pulford*, *supra*, a Divisional Court of the Probate, Divorce and Admiralty, had to consider two important points of matrimonial law on a husband's appeal from a separation order of justices under s. 4 of the Summary Jurisdiction (Married Women) Act of 1895. The first concerned the substantive point whether, in the absence of actual abandonment of the wife, desertion can be inferred from non-cohabitation alone; and the second a purely procedural point, namely whether a magisterial summons alleging desertion need set out the date of the commencement of the desertion. The Court held that the absence of a date is not a material objection in such a case, and on the substantive point overruled the, until now, generally accepted view of Lord Penzance in *Fitzgerald* v. *Fitzgerald*, 1869, L.R. 1, P. & M. 694, to the effect that "Desertion means abandonment and implies an active withdrawal from a cohabitation which exists" *ibid.*, p. 697. The Court held that these words cannot be regarded as amounting to an exhaustive definition of desertion. The conduct of the party charged must be looked at. If he or she has not recognised the duty of cohabitation in the married state, desertion has arisen. There may be a complete renunciation of that conjugal duty and an intention to put an end to cohabitation, though there is no matrimonial home, and cohabitation as an existing state of things has been suspended by circumstances not under the control of the party.

Books of the Week.

Stock Exchange.—Stock Exchanges, London and Provincial. Ten-year Record of Prices and Dividends. Compiled by FREDC. C. MATHIESON & SONS. 1913 to 1922, inclusive. Fifteenth issue. Fredc. C. Mathieson & Sons. 20s.

Rent and Mortgage Interest Restrictions.—A Guide to the Rent and Mortgage Interest Restrictions Acts, 1920 and 1923. A complete Exposition of the Acts. By W. E. WILKINSON, LL.D. (Lond.), Solicitor. Third Edition. The Solicitors' Law Stationery Society, Ltd. 7s. 6d. net. Post free 8s.

Income Tax.—Tolley's complete Income Tax, Super-tax, Corporation Profits Tax, Excess Profits Duty, &c. Chart of Rates, Allowances and Abatements for 1923-24 and nineteen previous years. Compiled by CHAS H. TOLLEY, A.C.I.S., Accountant. 2s. 6d. net. Post free, 2s. 8d.

New Rules.

County Court, England.

PROCEDURE.

THE COUNTY COURT (No. 1) RULES, 1923.
DATED JULY 27, 1923.

1. These Rules may be cited as the County Court (No. 1) Rules, 1923, and shall be read and construed with the County Court Rules, 1903 (S.R. & O. 1903), No. 629, as amended.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, as amended.

The County Court Rules, 1903, as amended, shall have effect as further amended by these Rules.

ORDER VII.

2. Rule 34D of Order VII is hereby annulled and the following Rule shall stand in lieu thereof:

"34D. *Admission with or without offer of payment.*]—(1) A defendant to a default or special default summons may in his notice or affidavit of defence state that he admits the whole or part of the plaintiff's claim either with or without an offer of payment, or he may deliver therewith such an admission in writing either with or without such offer, or he may, instead of delivering a notice or affidavit of defence sign and deliver to the registrar, by post or otherwise, within the time limited by these rules for delivering a notice or affidavit of defence, such an admission either with or without such offer.

(2) *Admission of whole claim.*]—On receipt of such admission, if an admission of the whole claim, the registrar shall, as soon as reasonably may be after the receipt of the admission, fix a day for the disposal of the action and send notices to the plaintiff and defendant according to the forms in the Appendix [Form 40. Form 41].

With offer of payment.]—When the admission is accompanied by an offer of payment, and the plaintiff within five clear days after the receipt thereof gives notice to the registrar that he accepts the offer of payment, the registrar shall thereupon, on payment of the fee for entering judgment, enter judgment for the amount claimed and for court fees and costs, and payment shall be ordered to be made in accordance with the offer of the defendant.

Without offer of payment or where offer is not accepted.]—Where the admission is not accompanied by an offer of payment or where the offer of the defendant for payment is not accepted by the plaintiff within the time limited by this rule, the action will be disposed of on the day fixed for disposal.

(3) *Admission of part of claim.*]—On receipt of such admission if an admission of part only of the claim the registrar shall, as soon as reasonably may be after the receipt of the admission, send notice thereof to the plaintiff according to the form in the Appendix [Form 65], and if the plaintiff within five clear days after the receipt thereof sends notice to the registrar in the form annexed to the notice of admission accepting the amount admitted in satisfaction of his claim and also either (*a*) accepting the mode of payment offered by the defendant (if any) or (*b*) whether there is any such offer or not, stating his willingness to leave it to the registrar to give judgment for the amount admitted and direct the time and mode of payment in accordance with section 5 (4) of the County Courts Act, 1919, and section 105 of the County Courts Act, 1888, the registrar shall thereupon, in the case of (*a*) on payment of the fee for entering judgment, enter judgment for the amount admitted and for court fees and costs, and payment shall be ordered to be made in accordance with the offer of the defendant,

and in the case of (*b*) fix a day for the disposal of the action and send notices to the plaintiff and defendant according to the forms in the Appendix [Form 42. Form 41].

If the plaintiff gives notice that he refuses to accept the amount admitted in satisfaction of his claim or rejecting the offer of payment (if any) that he is not willing to leave it to the registrar to give judgment for the amount admitted and direct the time and mode of payment as stated above or gives no such notice of acceptance as hereinbefore referred to within the five days the registrar shall fix a day for the trial of the action and send notices as under Rule 34c.

(4) *Admission after notice or affidavit of defence delivered.*]—Where a defendant to a default summons or special default summons delivers a notice or affidavit of defence without admitting any part of the plaintiff's claim, he may, notwithstanding the expiry of the time hereinbefore by paragraph (1) limited for delivering admissions, deliver or make an admission in writing of the whole or part of the plaintiff's claim with or without an offer of payment at any time before or when the action is called on, but in that case there may be allowed to the plaintiff any further costs properly incurred by him in consequence of the defendant having omitted to deliver or make the admission in due time.

(5) *Late acceptance of admission.*]—The plaintiff may, whether the period of five days for acceptance mentioned in paragraphs (2) and (3) of this rule has expired or not, send or give his notice of acceptance to the registrar at any time before or when the action is called on.

(6) *Procedure in case of late admission or late acceptance of admission.*]—In the case of late admission or late acceptance referred to in paragraphs (4) and (5) of this rule, the same procedure shall be followed, if and so far as time permits, as described in paragraphs (2) or (3) respectively, as the case may require. And if the day has already been fixed for trial of the action and in consequence of the late admission or acceptance as the case may be no notice for disposal of the action can be given at all or time does not permit of the requisite notice of disposal being given for a day earlier than the day of trial, the action shall not be tried, but shall be disposed of on the day fixed for trial after such notice of disposal (if any) to the defendant on that day as time may permit.

(7) *Length of notice of disposal.*]—Except in the case where the action is to be disposed of on the day fixed for trial of the action, the day for disposing of the action shall in every case be so fixed as to allow the notices thereof to be sent four clear days at the least before the day so fixed.

(8) *Actions may be disposed of on a non-court day.*]—The day fixed for disposal of the action need not be a court day, and the action shall on payment of the necessary fee be disposed of on that day or, under the circumstances stated in paragraph (6), on the day (if any) fixed for the trial by the registrar, either in chambers or in court and whether the judge is sitting or not, and the registrar shall, after hearing the parties (or their permitted representatives) if present and any witnesses, or in their absence, give judgment for the amount admitted with court fees and costs, and make such order for payment as shall seem just in accordance with and subject to the provisions of section 5 (4) of the County Courts Act, 1919, and section 105 of the County Courts Act, 1888. In the event of the necessary fee not being paid, the case may be adjourned at the plaintiff's request on such terms as the registrar thinks fit and otherwise shall be struck out. The judge may, if he is sitting and thinks fit, dispose of or otherwise deal with the case instead of the registrar."

ORDER IX.

3. Rule 2 of Order IX is hereby annulled, and the following rule shall stand in lieu thereof:—

"2. *Admissions under 9 & 10 Geo. 5, c. 73, s. 5 (2).*]—(1) A defendant to an ordinary summons who admits his liability for the whole or part of any claim, but desires the decision of the court as to the time and mode of payment thereof, may sign an admission in writing stating therein that he offers to pay the amount admitted within a time or by instalments to be specified in the admission.

(2) The admission shall be signed by the defendant or his solicitor and shall be delivered to the registrar five clear days at least before the return day: Provided that if the admission is not so delivered it may be delivered at any time before or when the action is called on, subject however to an order by the court for payment by the defendant of any costs properly incurred by the plaintiff in consequence of the admission not having been delivered in due time.

(3) The registrar shall, as soon as reasonably may be after the receipt of the admission (if it is delivered in time to permit of his so doing) send notice thereof to the plaintiff according to one of the forms in the Appendix [Form 66, Form 67].

(4) If the plaintiff in the case of admission of part only of the claim elects to accept the amount admitted in satisfaction of his claim, and to accept the offer of payment made by the defendant, or in the case of admission of the whole claim elects to accept the offer of payment, he should send notice of acceptance to the registrar and to the defendant within such reasonable time before the return day as the filing of the admission by the defendant may permit; or he may give such notice of acceptance at any time before the return day or may attend on the return day and accept the admission and offer, or the offer, as the case may be, without giving such notice.

(5) In any such case of acceptance as aforesaid, the registrar may, on the return day, on payment of the fee for entering judgment, and whether the parties or either of them attend or not, enter judgment for the amount admitted and for court fees and costs, and payment shall be ordered to be made in accordance with the offer of the defendant.

(6) If the plaintiff in the case of admission of part only of the claim elects to accept the amount admitted in satisfaction of his claim, but objects to the mode of payment offered by the defendant, or in the case of admission of the whole claim objects to the mode of payment, he should send notice in that behalf to the registrar and the defendant within such reasonable time before the return day as the delivery of the admission by the defendant may permit; or he may give such notice at any time before the return day, or may attend on the return day and notify the same.

(7) If the plaintiff in the case of admission of part only of the claim objects to accept the amount admitted by the defendant and the offer of payment in satisfaction of his claim, he should send notice in that behalf to the registrar and to the defendant as in paragraph (6); or he may give such notice at any time before the return day or may attend on the return day and notify the same.

(8) In the case where objection is taken to the amount admitted as well as to the offer of payment as in paragraph (7) the action shall be dealt with on the return day in the ordinary way; in any other case (except the case mentioned in paragraphs (4) and (5)) the registrar will on the return day, if the plaintiff attends and on payment of the necessary court fee, or if he does not attend but sends the fee to the registrar, give judgment for the amount admitted with court fees and costs and direct the time and mode of payment in accordance with section 5 of the County Courts Act, 1919, and section 105 of the County Courts Act, 1888."

4. In Rule 13 (3) of Order IX, the following words shall be omitted:—

"(including, if the judge on consideration of the facts of the case so orders, any of the items which might have been allowed by order of the judge at the trial)."

ORDER XXXIX.

5. In Rule 88 of Order XXXIX, the words "two guineas" and "three guineas" shall be substituted for the words "one guinea" and "two guineas" respectively.

ORDER LIII.

6. Rules 43 and 44 of Order LIII are hereby annulled, and the following rules shall stand in lieu thereof:—

"43. *Allowances to expert or scientific witnesses.*]—(1) In any action or matter in which a party is entitled as of right, or by order of the judge, to tax his costs under column B or column C, the judge or the registrar on taxation, subject to review by the judge, may allow for qualifying to give evidence by and for the attendance in court of any expert or scientific witnesses, or any member of the medical profession, such sums, not exceeding the maximum allowances mentioned in the scale for expert and scientific witnesses in the Appendix, as he may think fit, in addition to travelling expenses.

(2) *Allowances where costs taxed under column A.*]—Where costs are taxed under column A, the judge or the registrar on taxation, subject to review by the judge, may allow for qualifying to give evidence and for attendance in court as where taxed under column B.

44. *Allowances for proof and costs of plans, &c.*]—Persons who prepare plans, drawings, charts or models for the purpose of illustration, and who if called at the trial prove the correctness of such plans, drawings, charts or models only, shall not be entitled to allowances as expert and scientific witnesses, but shall be allowed for their attendance upon the scale applicable to ordinary witnesses; and there may also be allowed by the judge or registrar, subject to review by the judge, for the preparation of such plans, drawings, charts, or models and of all tracings and copies thereof the sum reasonably paid for the same, so long as it does not exceed the sums mentioned in item 95 of the scale of costs."

7. In Rule 8 (2) of Order LIII, the word "drawings," shall be inserted after the word "plans."

(To be continued.)

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G. H. MAYNE, *Secretary*

Mr. Harding and the World Court.

A Reuter's message from The Hague of 3rd August says: At the opening of the sitting of the Permanent Court of International Justice, the president, Dr. Loder, referred in sympathetic terms to the death of President Harding, which was, he said, a loss to the whole world. He also mentioned the sympathetic interest which the late President had shown in the Permanent Court.

Sir Ernest Pollock expressed, on behalf of his colleagues and himself, the great satisfaction which they felt at having had the opportunity of joining in the tribute which the Court had paid to the memory of the President of the United States and of showing their sympathy with the great country which had lost its Chief.

The Court then dispatched the following telegram to the Secretary of State at Washington:—"The Court, having heard with great sorrow of the death of President Harding, desires to express its sense of the loss sustained by the United States of America and by the world, and begs you to convey the expression of its sympathy to the family."

A Retired Lawyer in Germany.

The following account of the conditions of life for a retired German lawyer occurs in the course of an article in *The Times* of the 11th inst., on "Middle Class Struggles":—

Before leaving Germany I went to call on my old friends, the W's, and their case, as I saw it, answers this riddle to some extent and explains how the average German middle-class family lives. Old W—— is a lawyer, who retired from practice during the first years of the war, having earned the honorary title of *Justizrat*, and seen his three children safely started in life.

I rang up young W—— first. When the war broke out he was learning to be an architect. He went into the Air Service, served with distinction as a pilot, and was rewarded by being given a captain's commission in the State Police. His reply to my general inquiry about the well-being of the family was "first rate." He gets his salary paid quarterly in advance. It is barely enough to live on, but it gives him a little capital to play with, which is everything. Old W——'s reply, when I saw him later, was less emphatically favourable, but still I gathered that, all things considered, life remained bearable.

ADVANTAGES OF A FLAT.

The W——s' great asset has been their flat, as it has been to many middle-class German families. It is a very roomy one, and there live in it now, besides Herr and Frau W——, a young official and his wife, a rather mysterious Russian, and an American student of music. The last is the pride of Frau W——'s heart, for she pays in dollars. The flat is run by Frau W—— with the help of a charwoman. As rents are kept low, by a Tenants' Protection Act, what is paid by the lodgers more than covers all expenses connected with its upkeep. The old man has had to take up work again, and every now and then gets a fee for giving legal advice or witnessing an affidavit. These fees are regulated by the official multiplicator, which is fixed weekly, so that, although the mark tumbles down and down, Herr W——'s fees, as a unit for reckoning in, remain as stable as the dollar, or nearly so.

So the two old people manage to rub along. It is harder work than either of them expected to do at their time of life, but they exist. Herr W—— smokes a pipe. He has had to give up cigars, except when he gets one from his son. The housekeeping problem is greatly helped by occasional supplies which come from their daughter, who has married a well-to-do manufacturer, and has a small country house with a farm in Pomerania.

A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 23rd August.

	Middle Price. 15th Aug.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	58¼	4 5 6
War Loan 5% 1929-47	101 1/16	4 19 0
War Loan 4½% 1925-45	96½	4 13 0
War Loan 4% (Tax free) 1929-42 ..	101⅛	3 19 0
War Loan 3½% 1st March 1928	95⅛	3 13 0
Funding 4% Loan 1960-90	92⅛	4 6 6
Victory 4% Bonds (available at par for Estate Duty)	93⅛	4 5 6
Conversion 3½% Loan 1961 or after ..	79⅛	4 8 0
Local Loans 3% 1912 or after	67¼	4 9 0
India 5½% 15th January 1932	101¼	5 9 0
India 4½% 1950-55	89¼	5 1 0
India 3½%	70	5 0 0
India 3%	60	5 0 0
Colonial Securities.		
British E. Africa 6% 1946-56	112½	5 7 0
Jamaica 4½% 1941-71	97	4 13 0
New South Wales 5% 1932-42	100xd.	5 0 0
New South Wales 4½% 1935-45	93	4 16 6
Queensland 4½% 1920-25	97½	4 12 0
S. Australia 3½% 1926-36	83½	4 4 0
Victoria 5% 1932-42	101	4 19 0
New Zealand 4% 1929	94	4 5 0
Canada 3% 1938	79½	3 15 0
Cape of Good Hope 3½% 1929-49	79½	4 8 0
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	56	4 9 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	67	4 9 6
Birmingham 3% on or after 1947 at option of Corpn.	65½	4 12 0
Bristol 3½% 1925-65	78	4 10 0
Cardiff 3½% 1935	87	4 0 6
Glasgow 2½% 1925-40	74	3 8 0
Liverpool 3½% on or after 1942 at option of Corpn.	78½	4 9 0
Manchester 3% on or after 1941	65	4 12 0
Newcastle 3½% irredeemable	75	4 13 0
Nottingham 3% irredeemable	67	4 10 0
Plymouth 3% 1920-60	68½	4 8 0
Middlesex C.C. 3½% 1927-47	79½	4 8 0
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	84¾	4 14 6
Gt. Western Rly. 5% Rent Charge ..	104½	4 16 0
Gt. Western Rly. 5% Preference ..	101xd.	4 19 0
L. North Eastern Rly. 4% Debenture ..	83½xd.	4 16 0
L. North Eastern Rly. 4% Guaranteed ..	83	4 16 0
L. North Eastern Rly. 4% 1st Preference	81½xd.	4 18 0
L. Mid. & Scot. Rly. 4% Debenture ..	84¼	4 15 0
L. Mid. & Scot. Rly. 4% Guaranteed ..	83	4 16 0
L. Mid. & Scot. Rly. 4% Preference ..	81¾	4 18 0
Southern Railway 4% Debenture ..	83¼	4 16 0
Southern Railway 5% Guaranteed ..	102xd.	4 18 0
Southern Railway 5% Preference ..	101	4 19 0

By the direction of the Benchers of the Middle Temple the gates in Fleet-street, in Essex-street, and on the Embankment, which give access to the Middle Temple-lane, have been closed to the general public. The Middle Temple is private property, and the object of the closing is to assert this fact, the necessity having arisen, in the view of the authorities, through the nuisance caused by drivers of vehicles and foot passengers using the lane and precincts as a route to the Embankment. The gates are now under the direction of uniformed janitors, who endeavour to see that access is restricted to residents and those engaged on legitimate business. It is understood the closing is to continue throughout the Long Vacation, which lasts until 12th October.

Delays in the Indian Courts.

The Times of 14th August, under "City Notes," says:

An Anglo-Indian merchant house informs us that recently there has been some improvement in the dispatch of commercial cases in India, delays in dealing with which have been the subject of so much complaint on the part of English merchants. The agent of the firm in question, after referring to a recent case in which a quick settlement was made, says:—

"I attribute the prompt decision of the Court to the effect of the articles in *The Times* (London), which have also been printed in all the English papers in India, and several native papers. . . . I am sure that the defendants in this case would at least have asked for an adjournment to file their defence. These articles have been the topic of discussion among the legal profession in the Bar Library."

We are glad to learn that there has been some improvement, but delays are still very rife in some of the Indian Courts. Many outstanding claims have not yet been settled, although a period of three years has elapsed since they were first made. A simple case of an accepted bill has been before a native judge in the High Court of Bombay for the past eight months, but on various pretexts judgment has been postponed until next February. The only grounds on which an accepted bill can be disputed are three—namely, fraud, forgery and duress. It should be possible, therefore, to decide the case in a few minutes. The postponement of the case until next February is little short of a scandal.

Obituary.

Mr. Edward Ford.

Mr. Edward Ford, who died, in his eightieth year, on 6th August, at West Down, Sutton, Surrey, to which house he removed lately from Bridgen-place, Bexley, Kent, was for many years, until his retirement in 1918, one of the most prominent counsel at the Chancery Bar.

The son of Mr. William Ford, of Minchinhampton, Gloucestershire, he was born 17th November, 1843, became a B.A. of London University in 1862, and entered as a student of Lincoln's Inn in January, 1864. He obtained a real property law exhibition in July, 1865, an equity exhibition in July, 1866, the studentship at Michaelmas, 1866, and was called to the Bar in November, 1866. He was a member of the Inns of Court Joint Board of Examiners 1877-9. A profound lawyer and very hard-working counsel, he had a very large business at the Chancery Bar, where he practised for more than fifty years, but he never took silk. He married in May, 1875, Katharine Mary, daughter of the late Mr. William Wellington Cooper, a well-known Chancery barrister, who survives him with two sons and four daughters.

Legal News.

General.

Henry Rose, of Voltaire-road, Clapham, S.W., manager of a produce company in the City, pleaded "Not guilty" at Marlborough-street Police Court on the 9th inst., to a charge of wilfully and falsely pretending to be a solicitor. Mr. Robert Humphreys, for the Law Society, said the defendant wrote a letter on behalf of a friend who was awaiting trial to Messrs. Lemale and Co., Great Marlborough-street, the prosecutors. The letter contained statements that the writer proposed to claim damages for false prosecution. It also contained other threats of action, and ended by stating that if the charge was withdrawn and the costs paid he would cancel his claim for damages. The letter was headed "Without prejudice." Mr. Humphreys said that the friend referred to had very properly been acquitted. Mr. Kidgell submitted that there was no case to answer; that there must be *mens rea*, which he contended there was not in this case. The defendant was fined £1, with £2 costs.

THE TEXT BOOK ON THE GREAT KING'S TAX RE-VALUATION.—"Schedule 'A' and House Duty Assessment."—Nearly 300 pp. **£1 7s. 6d.** post free, of J. STANTON, Rating Surveyor and Agent for Appellants, 12 King's Bench Walk, Temple, E.C.4. Procedure; How House Property, Farms, Factories, etc. are Valued for Schedule 'A'; Liability for House Duty; etc., all simply explained.—*Advert.*

The Thames Conservancy were the prosecutors in a case before the Chertsey magistrates on 1st inst., when David Chapman, of Brompton-road, London, was summoned for dangerous navigation of a motor-launch. It was stated for the prosecution that immediately the lock gates opened at Chertsey the defendant, who was in charge of the motor-launch *Dennis*, shot out at full speed and caused a wash, which drenched the occupants of a punt lying outside the lock and put them in danger of the weir. The defendant took no notice of protests of those in the punt, and went on at full speed. The Bench fined the defendant £5.

Judge Parry stated at Lambeth County Court on Monday that applications made by landlords for the ejectment of tenants on the ground that they are a nuisance and an annoyance were becoming an annoyance to the Courts, and in future full particulars of any alleged nuisance would have to be set out when the summonses were issued.

Judge Parfitt, at Clerkenwell County Court, on the 10th inst., says *The Times*, on an application for the discharge of a person committed for contempt of court by the Judge of Westminster County Court, said the application had been made to him as he happened to be sitting that day, but that fact did not give him jurisdiction to interfere with an order made by the judge of another county court. His honour added that in the High Court, if the particular judge who made the commitment order was not available, any other judge of that division might be applied to, but there was no similar provision in the county court. The solicitor said he understood that Judge Tobin would not be available until September. He (the solicitor) went to the London house of the Vacation Judge, but found he was just too late. His lordship had gone to the country. At the Westminster Court his clerk was told that the application must be made to the judge personally. His honour: My advice to you is to see the actual form of the order made. If the order said that application must be made to the judge, then I think the Registrar could easily arrange for forwarding the papers to the judge, and he will deal with it.

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At Bow-street Police Court on 9th inst., says *The Times*, Harold Charlesworth, of Ellerker-gardens, Richmond, was ordered by Mr. Leycester to pay a fine of £30 and £8 8s. costs for failing to comply with the provisions of the Registration of Business Names Act in respect of the business of George Weston and Co., clothing contractors, Inverness-road, Hounslow. On behalf of the Board of Trade it was stated that in May, 1922, a man known as George Weston was fined £5 5s. for not registering this company. In May last it was discovered that the defendant, and not Weston, was carrying on the business, and that no notice had been given of the change. The defendant said that in February last he assigned the business to an Army officer with a view to forming it into a company, but nothing was done, and the business had now ceased to exist.

A message from Lausanne of 6th August says:—A general Treaty between the United States and Turkey, which establishes the future relations between the two countries, as well as an Extradition Treaty, were signed in the Beau Rivage Hotel at 4 o'clock this afternoon by Mr. Grew, the United States Minister at Berne, and Ismet Pasha, both of whom delivered short addresses. Only about twenty persons, including a few journalists, were present.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac a speciality. [ADVT.]

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, August 10.

MEDHURST LTD. Aug. 29. Ernest E. Smith, 23, St. Swithin's-lane.

WILSON & COVENTRY LTD. Aug. 31. Arthur H. Chalmers and Harold Appleyard, 5, Fenwick-st., Liverpool.

THE NUNEATON ELECTRICAL CONTRACTING CO. LTD. Aug. 31. Percy Russell, Newdigate-st., Nuneaton or Albert Cripwell, 12, Cherry-st., Birmingham.

THE CARL ROSA OPERA CO. LTD. Sept. 10. James Fabian, 8, Staple Inn, W.C.1.

H. B. & R. HAWLEY (1920). Sept. 29. William A. Judge, High-st., Skipton.

DAVIES AND PARTNERS LTD. Sept. 3. Arthur Goddard and Co., 46 & 47, London-wall, E.C.2.

EUROPEAN ESTATES SYNDICATE LTD. Aug. 30. G. Butcher, 4, Copthall-court, E.C.2.

SINGLETON & PRIESTMAN LTD. Aug. 15. John Wortley, Leader House, Surrey-st., Sheffield.

R. F. PAYNE GALLWEY & CO. LTD. Sept. 4. Frederick S. Salaman, 1 & 2, Bucklersbury, E.C.

STAVELEY & CO. LTD. Sept. 15. R. J. Blackadder, 28, Norfolk-st., Strand.

London Gazette.—TUESDAY, August 14.

THE TUNSTALL INVESTMENT TRUST LTD. Sept. 29. William T. Parkin, Fernbank, Chubb Hill, Whitby.

CIVIL SERVICE AND GENERAL HOUSE INVESTMENT SOCIETY LTD. Aug. 31. Edgar N. Read, 44, Gresham-st., E.C.

THE SILVER and E.P. TRADES GLASS MANUFACTURERS LTD. Sept. 25. Lionel Fred Foster, 115, Colmore-row, Birmingham.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, August 10.

A. E. Holt Ltd.
European Estates Syndicate Ltd.
Wilkinson & Warburton Ltd.
Renards Ltd.
H. & F. Frost Ltd.
Land Fertilizers Ltd.
The Automatic Gramophone Stop Syndicate Ltd.
Fish & Walls Ltd.
Narborough Syndicate Ltd.
Armstrong Private Hotels Ltd.
Far Eastern Development Co. Ltd.
R. Weatherell & Co. Ltd.
R. S. Thorne Ltd.
Dykes & Tully Ltd.
British Super-Films Ltd.
The Belgian Yost Typewriter Co. Ltd.
John W. Wood Ltd.
The Italian Yost Typewriter Co. Ltd.
Reliance Iron and Steel (Llanelly) Ltd.
North British Agency Co. Ltd.
H. B. & R. Hawley (1920) Ltd.
Uskside Property Co. Ltd.
Canadian Oil Producing and Refining Co. Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, August 10.

ALLEN, GEORGE H., Norwich, Market Gardener. Norwich. Pet. Aug. 7. Ord. Aug. 7.

ANDERSON & CO., JOHN, Bradford, Wholesale Tea Merchants. Bradford. Pet. June 20. Ord. Aug. 8.

BLACK, ROSE L., Dean-st. Oxford-st., Blouse Manufacturer. High Court. Pet. Aug. 7. Ord. Aug. 7.

BOGGIS, ARTHUR, Lakenham, Norwich, Licensed Victualler. Norwich. Pet. July 27. Ord. Aug. 8.

BUDGE, R. C., Plympton. Plymouth. Pet. July 17. Ord. Aug. 7.

BURRILL, EDWARD F., Barnsbury-rd., N. High Court. Pet. July 4. Ord. Aug. 3.

CASTELETE, B., Shepherds Bush, Grocer. High Court. Pet. June 19. Ord. Aug. 3.

CHESTER, JAMES, Brierfield, Cotton Manufacturer. Burnley. Pet. Aug. 4. Ord. Aug. 4.

COATES, ARTHUR V., Buckhurst Hill. High Court. Pet. June 16. Ord. Aug. 3.

COUSINS, DAVID, Wisbech, Fruit Grower. King's Lynn. Pet. Aug. 8. Ord. Aug. 8.

CRAWFORD, GEORGE R., Knottingley, Yorks, Farmer. Wakefield. Pet. Aug. 8. Ord. Aug. 8.

CREASEY, J., Ravenscourt Park. High Court. Pet. July 10. Ord. Aug. 3.

CURL, WILLIAM, Lakenham, Norwich, Licensed Victualler. Norwich. Pet. July 27. Ord. Aug. 8.

FEE, JOHN, Holmbrook, Cumberland, Farmer. Whitehaven. Pet. Aug. 8. Ord. Aug. 8.

FRANKLIN, LEONARD B., Cheam, Surrey. Croydon. Pet. Jan. 8. Ord. Aug. 7.

GREY, WALTER, Doddington, Cambridge, Smallholder. Peterborough. Pet. Aug. 4. Ord. Aug. 4.

GUBBEY, GUY E., Maida Vale, Commercial Traveller. High Court. Pet. July 17. Ord. Aug. 8.

HOSKING, CHARLES F., Plymouth, Licensed Victualler. High Court. Pet. Aug. 7. Ord. Aug. 7.

HUNT, DANIEL, Wolverhampton, Builder. Wolverhampton. Pet. Aug. 8. Ord. Aug. 8.

IRVINE, WILLIAM, Dilsbury. Manchester. Pet. July 25. Ord. Aug. 8.

KNIGHT, LEONARD A., Mayfield, Sussex, Commercial Traveller. Tunbridge Wells. Pet. July 13. Ord. Aug. 1.

LEWIS, FRANCIS, Burry Port, Coal Merchant. Carmarthen. Pet. Aug. 4. Ord. Aug. 4.

MANNING, ROBERT W., Ipswich, Poultry Dealer. Ipswich. Pet. Aug. 3. Ord. Aug. 3.

MATTICK, ARTHUR C., Malmesbury, Saddler. Swindon. Pet. Aug. 7. Ord. Aug. 7.

MORGAN, GEORGE E., Harrogate, Auctioneer. Harrogate. Pet. Aug. 8. Ord. Aug. 8.

MORRIS, EVAN T., Cwmavon, Boot Repairer. Neath. Pet. Aug. 7. Ord. Aug. 7.

NALLEY, GEORGE W., Leeds, Furniture Dealer. Leeds. Pet. Aug. 3. Ord. Aug. 3.

PETCH, JOB, Kingston-upon-Hull, Hairdresser. Kingston-upon-Hull. Pet. Aug. 7. Ord. Aug. 7.

PILLING, JOHN H., Bolton, Milliner. Bolton. Pet. Aug. 7. Ord. Aug. 7.

QUINN & CO., Blackpool, Egg Merchants. Blackpool. Pet. July 16. Ord. Aug. 3.

RIGBY, EDWARD M., Lowton, Lancs, Farmer. Bolton. Pet. Aug. 4. Ord. Aug. 4.

SAGAR, REGINALD, Dudley, Auctioneer. Dudley. Pet. Aug. 3. Ord. Aug. 3.

SEXTON, JOHN W. B., Southwark. High Court. Pet. March 2. Ord. Aug. 2.

SPINK, ALBERT, Great Massingham, Norfolk, Market Gardener. King's Lynn. Pet. Aug. 4. Ord. Aug. 4.

STEAD, HERMAN C., Derby, Tailor. Derby. Pet. Aug. 4. Ord. Aug. 4.

STENNETT, FRANK, Junior, Gainsborough, Coal Merchant. Lincoln. Pet. July 24. Ord. Aug. 7.

STORM, REGINALD L., Middlesbrough, Wholesale Merchant. Middlesbrough. Pet. Aug. 7. Ord. Aug. 7.

SMITH, SAMUEL, Rochdale, Carrier. Rochdale. Pet. Aug. 3. Ord. Aug. 3.

THOMAS, JOHN, Maesteg, Colliery Haulier. Cardiff. Pet. Aug. 4. Ord. Aug. 4.

WEBBE, EDGAR E. J., Derby, Furniture Remover. Derby. Pet. Aug. 7. Ord. Aug. 7.

WHITE, JAMES B., Derby, Baker. Derby. Pet. Aug. 4. Ord. Aug. 4.

Amended Notice substituted for that published in the *London Gazette* of 20th July, 1923:—

CLARK, HERBERT, Augmering, Sussex, Nurseryman. Brighton Pet. July 18. Ord. July 18.

London Gazette.—TUESDAY, August 14.

ALLEN, JAMES, ALLEN CYRIL and BOLTON, GEORGE, Great Grimsby, Motor Haulage Contractors. Great Grimsby. Pet. Aug. 9. Ord. Aug. 9.

ASHFORD, JOHN L., Newcastle-upon-Tyne, Poster Writer. Newcastle-upon-Tyne. Pet. Aug. 9. Ord. Aug. 9.

ATKINSON, HARRY P., Stockton-on-Tees, Painter. Stockton-on-Tees. Pet. Aug. 9. Ord. Aug. 9.

BAILEY, FREDERICK C., and GRAHAM, ARTHUR J., Aldersgate-st., Millinery Importers. High Court. Pet. Aug. 11. Ord. Aug. 11.

BINKS, STANLEY L., Stanningley, Yorks, Greengrocer. Bradford. Pet. Aug. 10. Ord. Aug. 10.

BROOME, DAVID, Mortimer, Salop, Grocer. Kidderminster. Pet. July 20. Ord. Aug. 8.

BROWN, WILLIAM H., Gravesend, General Dealer. Rochester. Pet. Aug. 10. Ord. Aug. 10.

BULLOCK, FREDERICK E., Norwich, Fishmonger. Norwich. Pet. Aug. 10. Ord. Aug. 10.

BUTTERWORTH, THOMAS S. M. and BICKFORD, HERBERT, Manchester, Mill Furnishers. Manchester. Pet. July 27. Ord. Aug. 10.

CHANDLER, GEORGE F., Dover, Plumber and House Decorator. Canterbury. Pet. Aug. 11. Ord. Aug. 11.

CHARLES, ALEXANDER J., Southampton-row, Advertising Commission Agent. High Court. Pet. Aug. 9. Ord. Aug. 9.

CLANCEY, RICHARD A., Leadenhall-st., Average Adjuster. High Court. Pet. July 14. Ord. Aug. 10.

COHEN, LEWIS, Bootle, Liverpool, Clothier. Liverpool. Pet. May 28. Ord. Aug. 10.

COLLINS, JOSEPH, Cockermouth, Agricultural Implement Dealer. Cockermouth. Pet. Aug. 8. Ord. Aug. 8.

COOKLIN, LEONARD, Southport, Furniture Dealer. Liverpool. Pet. July 19. Ord. Aug. 10.

COOKLIN, SOLOMON, Liverpool, Cabinet Maker. Liverpool. Pet. July 19. Ord. Aug. 10.

COX, RANDOLPH, North Skelton, Yorks, General Dealer. Stockton-on-Tees. Pet. Aug. 9. Ord. Aug. 9.

CURTIS, WILLIAM H., Newmills, Derby, Manufacturing Chemist. Stockport. Pet. Aug. 10. Ord. Aug. 10.

DELANEY, ROBERT A., Horsferry-rd. High Court. Pet. July 23. Ord. Aug. 10.

DE MOWBRAY, J. E. M., Faversham. Canterbury. Pet. April 27. Ord. Aug. 11.

DIXON, JAMES P., of H.M. Prison, Wormwood Scrubbs. High Court. Pet. July 11. Ord. Aug. 10.

DIXON, WALTER, Stacksteads, Lancs, Licensed Victualler. Rochdale. Pet. Aug. 9. Ord. Aug. 9.

DUNNING, JOHN S., Kensington-mansions. High Court. Pet. July 9. Ord. Aug. 10.

GEE, T. HOWARD, New Malden, Surrey. High Court. Pet. July 3. Ord. Aug. 8.

GIBBS, ARTHUR, Whitchurch, Glam, Coal Exporter. Cardiff. Pet. June 16. Ord. Aug. 8.

HALLAM, JOHN T., Woodborough, Notts, Farmer. Nottingham. Pet. Aug. 8. Ord. Aug. 8.

HARGREAVES, ALLAN, Queensbury, Yorks, Motor Mechanic. Halifax. Pet. Aug. 11. Ord. Aug. 11.

HARRIES, JAMES O., Port Talbot, Manufacturers' Agent. Neath. Pet. Aug. 10. Ord. Aug. 10.

HARRIS, HERBERT J., Bristol, Leather Merchant. Bristol. Pet. Aug. 9. Ord. Aug. 9.

HUGHES, THOMAS, Liverpool, Haulage Contractor. Liverpool. Pet. Aug. 10. Ord. Aug. 10.

LEWIS, LEWIS AND GIRSHINE, Barbican, Cloth Merchants. High Court. Pet. Aug. 3. Ord. Aug. 9.

MAGALL, FRANK V. and CLARKE, HENRY, Newcastle-upon-Tyne, Factors and Merchants. Newcastle-upon-Tyne. Pet. Aug. 8. Ord. Aug. 8.

MARTIN, Major EDWARD L., Chelsea. High Court. Pet. July 11. Ord. Aug. 8.

MCLORINAN, WILLIAM, Scarborough, Marine Store Dealer. Scarborough. Pet. Aug. 8. Ord. Aug. 8.

MILLER, B., Canterbury-place, Lambeth, Merchant. High Court. Pet. May 18. Ord. Aug. 9.

MONKS, JAMES, Bacup, Motor Haulage Contractor. Rochdale. Pet. Aug. 9. Ord. Aug. 9.

MOWBRAY, SYDNEY T., St. George's-market. High Court. Pet. July 4. Ord. Aug. 9.

O'BRIEN, Captain CHARLES R., Folkestone. Canterbury. Pet. July 2. Ord. Aug. 11.

PATRICK, THOMAS, Birmingham, Labourer. Birmingham. Pet. Aug. 9. Ord. Aug. 9.

SADD, HARRY, Norwich, Motor Commission Agent. Norwich. Pet. Aug. 9. Ord. Aug. 9.

SMITH, FRANK H., Beeston, Notts, Seedsman. Nottingham. Pet. Aug. 11. Ord. Aug. 11.

SOMNER, HEDLEY P., Charing-cross. High Court. Pet. July 13. Ord. Aug. 9.

STONE, FREDERICK J., Hammersmith. High Court. Pet. June 4. Ord. Aug. 8.

TARLO AND TARLO, Aldermanbury, Cloth Merchants. High Court. Pet. June 18. Ord. Aug. 9.

THOMSON, ARTHUR W., 64, Basinghall-street, Manufacturers' Agent. High Court. Pet. Aug. 9. Ord. Aug. 9.

TOPLISS, GEORGE R., Halifax, Electrical Engineer. Halifax. Pet. Aug. 11. Ord. Aug. 11.

TURTON, WILLIAM, Scarborough, Motor Coach Proprietor. Scarborough. Pet. Aug. 9. Ord. Aug. 9.

WATSON, J. POLLOCK, Strand. High Court. Pet. July 9. Ord. Aug. 9.

WHILEY, HARRY, Malvern Links. Worcester. Pet. Aug. 9. Ord. Aug. 9.

WILD, ANNIE, New Lenton, Nottingham, Lace Manufacturer. Nottingham. Pet. July 25. Ord. Aug. 8.

WILKINSON, CHARLES L., Kingston-upon-Hull, Barrel Merchant. Kingston-upon-Hull. Pet. Aug. 11. Ord. Aug. 11.

WILLIS, ROBERT A., Nottingham, Company Director. Nottingham. Pet. July 23. Ord. Aug. 9.

WITT, SAMUEL, Bowness-on-Windermere, Garage Proprietor. Kendal. Pet. Aug. 11. Ord. Aug. 11.

Amended Notice substituted for that published in the *London Gazette* of July 17, 1923.

BUTLER, JAMES H., Exmouth. Exeter. Pet. June 23. Ord. July 13.

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